

## **EXHIBIT 35**

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**From:** Jeff Pratt

**Sent:** Wednesday, March 22, 2023 10:52 AM

**To:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>; John Thompson <[john.thompson@gemmining.com](mailto:john.thompson@gemmining.com)>

**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

John and Joe,

Just met with operations and they have revised the schedule. Here is our position

- GEM 4 - Official Schedule has been proposed.
  - Grand Forks 2,027 Units Power Down on April 3, Palletize April 3 to April 7, pickup units within 15 days
  - Dalton 765 Units Power Down on April 30, Palletize April 26 to April 28, pickup units within 15 days
  - Calvert City 314 Units Power Down on April 30, Palletize May 1 to May 5

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3,106 Units To be returned. Decomm and Palletizing Fees

Waived.

Please let me know if you. If we cannot agree to the \$250,000, you are asking us to pursue Court ordered termination?

- GEM 1 – We will ask the court to terminate and are proposing an official schedule.
  - Rolling power down and decomm by site starting April 25 and ending by May 15. We will build the site by site schedule. March invoice adjustment not needed.

Let me know if you want me to ask Mike and Todd for the \$250,000 on GEM 4. If so, I will call them but wanted to make certain you want me to proceed.

I will have to close this out by 3pm Pacific as we have people who travel to do decommissioning and we are under two weeks now from starting the project.

Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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**From:** Jeff Pratt

**Sent:** Wednesday, March 22, 2023 7:54 AM

**To:** 'Joe Poore' <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>; John Thompson <[john.thompson@gemmining.com](mailto:john.thompson@gemmining.com)>

**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

**Importance:** High

Joe,

Again, I respectfully disagree with the conclusion you presented below. We have been discussing our agreements and terms since November.

In early November, you asked us to agree to let GEM 2 and GEM 2b out of their contractual obligations for hosting. I believe this was November 4 and we agreed to this by November 8. At that time, I asked if we could restructure GEM 1 and GEM 4 as a favor for our agreeing to close out GEM 2 and GEM 2b early. You told me that "penalizing" GEM 1 and GEM 4 due to the issues with GEM 2 and GEM 2b would be something very negative to the GEM 1 and GEM 4 LPs. You clarified ownership and management structures for me at that time. I dropped the issue and I offered GEM 1 hosting for warehoused units. We could not agree on deposit and you shared with me some capital constraints due to problems with your hosting contracts at Compute North.

In December, (12/20) Core Scientific filed for chapter 11 bankruptcy.

In January, (1/12), I contacted you and stated that Core Scientific would not be able to move forward with the current GEM 1 and GEM 4 hosting contracts given the 5.75 rate. Our power rates were in 2022 were about 5.4c and it costs us \$32/unit per month to maintain and manage a rack space. Together that equals an estimated realized cost of 6.9c. We are unable to continue economically unfeasible contracts. We agreed that this was a complex issue given operating agreements of each entity but we should work together. I shared with you that I was having this discussing with many accounts and that I would work on the smaller accounts first to give you time to look at the market for hosting.

In February, (2/7), we met again. I reiterated that we cannot continue with economically unfeasible contracts and we needed a solution for GEM 1 and GEM 4. I said it would take me some time as we were restructuring our agreements and I wanted to discuss our new pricing which was not yet approved internally. On 2/24, I sent a follow up email. I stated that we would terminate GEM 1 and GEM 4 in court effectively on March 31. The mail stated that we could not reach a mutual agreement but that we would pursue court ordered termination as you requested for GEM 1. The mail also presented hosting for GEM 1 and GEM 2 existing hosted units as of April 1 for both entities. You had stated that you were looking for 7.8c rates. I discussed with our leadership and offered 8.1c. I then offered hosting for your warehoused units but shared with you that we are no

longer offering hosting without a capex contribution as building datacenters at the quality we build them requires hosting clients to contribute to towards the rackspace expansion. I shared with you that Mike Levitt we can work on something custom for GEM in recognition of our relationship.

In March, (3/9) John Warrant emailed me saying you were open to discussing how to end hosting with Core for GEM without canceling the court in bankruptcy court but you had three demands to make that happen. These issues were 1) no fees. 2) clear dates and timelines. 3) packing units in GEM 1 and GEM 4 by serial numbers into certain groups. I replied that I needed to get with Todd and get back to you and that I had talked to Ops about clear dates. They said GEM 1 target, given workloads, would be about May 15. GEM 4, I said we needed to discuss. We continued emailing to clarify that it was a target date as we don't have a court date set for GEM 1.

March 14, we had a call and I shared that it was a challenge for us to waive fees but also separate units by serial number. You clarified that serial number separation was a GEM 1 issue not a GEM 4 issue. I then agreed to waive disconnect fees which I quantified as the amount we were waiving. John was angered by my mentioning the amount but I felt it was relevant to quantify the amount we had agreed to waive.. I also shared with you that we have a variety of large projects in our datacenters in April so I wanted to be certain operations would hit their targets meaning that we needed to get the schedule set. I had gone to operations, as promised, and they proposed a disconnect plan, site by site, starting with power down/decomm dates starting in Grand Forks on April 3 and Dalton + Calvert City on April 30. March 14, I asked if I had summarized our call correctly and that I wanted to send an official letter the next day, March 14.

Your list is correct from March 14 onward but fails to mention the previous 60 days of discussion.

I need to give operations a fair notice period to take these large actions, thus my check ins between March 15 and March 20.

On March 17, I contacted you as the operations team asked me if GEM 4 Dalton and Calvert could be completed by April 30 turned off on April 30 and packed up in May. Your reply is below. I disagreed with your assessment of my request. GEM 1, yes, I did state that operations wanted to start the decomm in early April and finish it by end of the month of April vs the previously estimated May 15 "target". I then asked for a four day change to GEM 4.

With GEM 1, I have not suggested anything other than we will pursue court action as requested. I do not think I have asked you for anything different on GEM 1 going back to 2/24. You explained for me in detail why you can't mutually agree to a termination or change of terms for GEM 1 several times. In February, you stated we could enter into some type of agreement or LOI to continue onward after court ordered termination and, since you were asking Core Scientific to pursue action in the court, the letter would outline what you were agreeing to after court ordered termination. I shared with you that we did not need such a letter as we generally have worked well together.

With GEM 4, We have discussed this issue now for 2 months. During that time, we have continued to subsidize your mining by charging rates which do not come close to covering our costs.

Your comment about BTC prices is incorrect and irrelevant to our discussion of these hosting contracts. We are not kicking customers out because BTC went up the last 10 days. We are losing money by operating GEM 1 and GEM 4 miners. We cannot come out of restructuring with this type of contract. We have to present a viable business plan to emerge. We have open and available capacity and have offered it to you more repeatedly since November. If you look at our public statements, you will see our total miners and total power consumption is below historical average so we don't need the space for others, we need stop generating losses. Since January, we have been patient while you shopped for hosting. You've given me direct feedback that our go forward pricing is not aligned with the market. We disagree and are willing to have open rack space if we can't generate a fair return for our investment datacenters.

I am sorry you are frustrated with me. I hope you will assume positive intent in all our actions.

Before I call Mike and Todd, please clarify if this is what you want me to ask them

#### Core Scientific Offer for GEM 4

- GEM 4
  - Grand Forks 2,027 Units Power Down on April 3, Palletize April 3 to April 7, pickup units within 15 days (When compared to the March 14 email, power down day was changed from April 2 to April 3)
  - Dalton 765 Units Power Down on April 26, Palletize April 26 to April 28, pickup units within 15 days (When compared to the March 14 email, Power down was changed from April 30 to April 26)
  - Calvert City 314 Units Power Down on April , Palletize May 1 to May 5 (When compared to the March 14 email. Power down was changed from April 30 to April 26)

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3,106 Units To be returned. Decomm and Palletizing Fees

Waived.

You would like Core to also pay you \$250,000 and you request your March invoice to be adjusted before payment of March to reflect the powering down in April. If we cannot agree to the \$250,000, you are asking us to pursue Court ordered termination?

- GEM 1 – We will ask the court to terminate. We will power down between April 3 and March 15 and send you the schedule site by site. Open issue – you request your March invoice to be adjusted before payment of March to reflect the powering down in April.

Let's set a timeline of 3pm Pacific to close this out.

Please let me know your thoughts,

Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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**From:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>  
**Sent:** Tuesday, March 21, 2023 8:42 AM  
**To:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>  
**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>; John Thompson <[john.thompson@gemmining.com](mailto:john.thompson@gemmining.com)>  
**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

Jeff,

I think you misinterpreted that call. We did agree to try and work something out on GEM 4. However, there was a series of emails. Those emails are outlined below:

- March 14<sup>th</sup>- 925 AM- Core sends email asking if the email correctly summarizes discussion.
- March 14<sup>th</sup>- 930 AM- Core sends email accounting for GEM 4 miner that was already taken offline in error
- March 15<sup>th</sup>- 1018 AM- GEM sends email that says we are reviewing proposal with GEM 4
- March 15<sup>th</sup>- 100 PM- Core sends check-in email.
- March 16<sup>th</sup>- 201 PM- Core sends check-in email.
- March 17<sup>th</sup>- GEM sends email that says “We are working on our end to try and get this final.”

Not even one of these emails indicates our agreement on the proposed terms in the initial email. The repeated check-ins by Core clearly imply the deal was not final. Additionally, the emails from GEM team are explicit that the deal was not final and never indicated agreement.

We have not agreed to a mutual termination for GEM 4. We have repeatedly told you that we would NEVER agree to one for GEM 1.

BTC prices have rallied and now all of the sudden y’all want to kick out your remaining customers. Under the terms of bankruptcy, you certainly have the right to breach your contracts. However, there is a legal process to do so and we have not agreed in any form to any terms to avoid that process. We are open to an agreement on GEM 4, but we would expect Core to provide us something of value in exchange for an agreement that provides significant benefits to Core.

My proposal is that Core pays GEM 4 a fee of \$250,000 in exchange for our agreement to sign a mutual termination agreement.

Thanks,  
Joe

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**From:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>  
**Sent:** Monday, March 20, 2023 12:11 PM  
**To:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>  
**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>  
**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific  
**Importance:** High

Joe,

I respectfully disagree on GEM 4. We did agree to mutually terminate all GEM 4 agreements. We just had to finalize the dates. The only change is that the final Dalton and Calvert batches will be powered down and palletized before April 28<sup>th</sup>, the Friday instead of Sunday, April 30. I hope this is not a material change but if it is let me know.

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**From:** Jeff Pratt  
**Sent:** Tuesday, March 14, 2023 9:25 AM  
**To:** John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>; Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>  
**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>  
**Subject:** Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific  
**Importance:** High

John & Joe,

Thanks for your time today.

Please let me know by tomorrow morning if the bullet points correctly summarize our discussion:

1. GEM 4
    1. Grand Forks 2,027 Units Power Down on April 2, Palletize April 3 to April 7
    2. Dalton 765 Units Power Down on April 30, Palletize May 1 to May 5
    3. Calvert City 314 Units Power Down on April 30, Palletize May 1 to May 5
- 3,106 Units To be returned.

Today's follow up was only on GEM 1 which will go through the legal process but will be

decommissioned in April vs the May 15 estimate.

Please let me know,  
Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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**From:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>

**Sent:** Monday, March 20, 2023 8:39 AM

**To:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston  
<[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>

**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

Hey Jeff,

If you are planning to start all decomm in two weeks, I don't think there is a need to do the mutual termination agreement. Makes most sense to just go through legal process.

Also, can you please re-issue April invoices as we do not need to pay a full month of hosting if Core intends to begin turning off units 4/3.

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**From:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>

**Sent:** Monday, March 20, 2023 11:22 AM

**To:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston  
<[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>

**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

Good Morning,

GEM 1 and GEM 4 will both begin decomm process on April 3 and be completed by April 30. No change to what we have discussed with GEM 4 but GEM 1 will work in parallel.

Are we at a point that I can plan to send the mutually agreed termination of GEM 4 letter by tomorrow?



Thanks,  
Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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**From:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>  
**Sent:** Monday, March 20, 2023 7:23 AM  
**To:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>  
**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>  
**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

Thanks.

---

**From:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>  
**Sent:** Saturday, March 18, 2023 4:28 PM  
**To:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>  
**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>  
**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

We may have some minor adjustments on dates, accelerating GEM 1 for example. I will update you after the Monday planning / operations meeting.

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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**From:** Jeff Pratt  
**Sent:** Friday, March 17, 2023 6:15 AM  
**To:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>  
**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>  
**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

Joe,

Thanks for updating me.

I have my weekly reports due today for the Monday restructuring calls. As such, do you think you will finalize this today?

Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

---

**From:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>

**Sent:** Friday, March 17, 2023 6:12 AM

**To:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>; John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>

**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

Hi Jeff,

We are working on our end to try and get this final.

---

**From:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>

**Sent:** Thursday, March 16, 2023 2:01 PM

**To:** John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>

**Cc:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>

**Subject:** RE: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

John,

Checking in to see if we are final. I have an exec review today in an hour.

Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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**From:** John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>  
**Sent:** Wednesday, March 15, 2023 10:18 AM  
**To:** Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)>  
**Cc:** Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>; Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston <[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>  
**Subject:** Re: [External]RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core Scientific

[EXTERNAL] Use caution when opening attachments or links.

We are reviewing with GEM 4 in the morning

Sent from my iPhone

**John S. Warren**  
CEO  
GEM Mining  
550 S Main St.  
Suite 310  
Greenville, SC 29601

Direct: 864.787.2378  
[jw@gemmining.com](mailto:jw@gemmining.com)

<https://gemmining.com>

On Mar 15, 2023, at 1:00 PM, Jeff Pratt <[jpratt@corescientific.com](mailto:jpratt@corescientific.com)> wrote:

John & Joe,

Checking in, please let me know if we are good to proceed.

Jeff

**Jeff Pratt**

SVP, Growth & Partnerships  
Core Scientific, Inc

(425) 309-1790

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**From:** Jeff Pratt

**Sent:** Tuesday, March 14, 2023 9:30 AM

**To:** John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>; Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston  
<[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>

**Subject:** RE: Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and  
Core Scientific

Revised slightly below for the 1 unit in your possession.

Jeff

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

(425) 309-1790

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**From:** Jeff Pratt

**Sent:** Tuesday, March 14, 2023 9:25 AM

**To:** John Warren <[jw@gemmining.com](mailto:jw@gemmining.com)>; Joe Poore <[joe.poore@gemmining.com](mailto:joe.poore@gemmining.com)>

**Cc:** Moses Marure Jr. <[moses@corescientific.com](mailto:moses@corescientific.com)>; Mitch Livingston  
<[mlivingston@corescientific.com](mailto:mlivingston@corescientific.com)>

**Subject:** Mutual Agreement to Terminate - MSA & Order 1 between GEM 4 and Core  
Scientific

**Importance:** High

John & Joe,

Thanks for your time today.

Please let me know by tomorrow morning if the bullet points correctly summarize our  
discussion:

1. GEM 4

- |                 |             |   |
|-----------------|-------------|---|
| 1. Grand Forks  | 2,027 Units | Power Down on April 2, Palletize April 3 to April 7 |
| 2. Dalton       | 765 Units   | Power Down on April 30, Palletize May 1 to May 5    |
| 3. Calvert City | 314 Units   | Power Down on April 30, Palletize May 1 to May 5    |

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3,106 Units To be returned.

Please note that there is one additional contractual unit which was already returned making the total terminated hosting units 3,107.

No disconnect or palletizing fees will be charged as part of this mutual termination agreement.

Pickup is generally within 15 days of palletizing.

If the above is correct, we will send an official signed letter confirmation by tomorrow.

Regards,  
Jeff

[<image001.png>](#)

**Jeff Pratt**

SVP, Growth & Partnerships

**Core Scientific, Inc**

**(425) 309-1790**

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